



THE FIRST NATIONAL BANK OF BOSTON

BOSTON, MASSACHUSETTS 02110

RECORDATION NO. 11767 A Filed 1425

May 7, 1980

MAY 12 1980 - 11 10 AM

Secretary of Interstate
Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 11767 B Filed 1425

MAY 12 1980 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

0-133AG40
Date MAY 12 1980
Fee \$ 100.00-50
Jepson 50, 50
ICS Washington, D.C.

Dear Sir:

We enclose for recording with your office the following:

1. Original and two (2) executed counterparts of a Chattel Mortgage dated as of May 2, 1980, between the following parties:

MORTGAGOR: THE COMMONWEALTH PLAN, INC.
2655 Campus Drive
San Mateo, CA 94403

MORTGAGEE: THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, MA 02110

2. Original and two (2) executed counterparts of an Assignment dated as of May 2, 1980, between the following parties:

ASSIGNOR: THE COMMONWEALTH PLAN, INC.
2655 Campus Drive
San Mateo, CA 94403

ASSIGNEE: THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, MA 02110

These documents refer to Master Leasing Agreement dated as of May 1, 1980, which was recorded with your office on May 6, 1980, at 3:05 p.m. as Recordation No. 11767, and the general description of the equipment is as follows:

One (1) Class 400-K-1 Locomotive, AAR Mechanical Designation B-B, Symbol SP and Number 1600

Two Hundred (200) Tri-level Auto Racks, AAR Mechanical Designation FA, attached to railroad flatcars described as follows:

RECEIVED
MAY 12 11 04 AM '80
I.C.C.
OPERATION BR.

Handwritten signatures and notes on the left margin:
Gargallo Co. '400
C. O. D. [Signature]

The FIRST NATIONAL BANK *of* BOSTON

-2-

TTX 854162 through 854320, inclusive, and

ETTX	900186	900210	900212	900230	900241	900270	900290
	901721	900983	901262	901267	901468	900281	901614
	901709	901740	901778	902624	902632	901499	903324
	903384	903398	903418	903419	903422	903100	903603
	903859	903874	903875	903877	907283	903593	907449
	907725	907729	908039	908262	908455	907398	

We also enclose our check in the amount of \$100. payable to the Secretary of Interstate Commerce Commission to cover the recordation fee. Would you please return one (1) copy of the recorded documents in due course for attention of the undersigned.

Very truly yours



(Miss) D. A. Nelson
Assistant Vice President

Enclosures

CERTIFIED MAIL

Interstate Commerce Commission
Washington, D.C. 20423

5/12/80

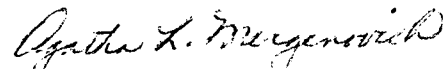
OFFICE OF THE SECRETARY

(Miss) D.A. Nelson
Assistant Vice President
First Natl. Bank Of Boston
Boston, Massachusetts 02110

Dear **Miss Nelson,**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/12/80** at **11:10am**, and assigned re-
recording number(s). **11767-A & 11767-B**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

MORTGAGE
(Personal Property)

MAY 12 1980 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that The Commonwealth Plan, Inc., of ~~Boston, Massachusetts~~ ^{San Mateo, Calif.} (hereinafter called "Mortgagor") for valuable consideration to it paid by The First National Bank of Boston, of Boston, Massachusetts, (hereinafter called "Mortgagee"), the receipt whereof is hereby acknowledged and to secure primarily the payment of loans up to a maximum of \$30,000,000 heretofore, currently or hereafter made under a certain Loan Agreement between the Mortgagor and the Mortgagee, dated as of May 1 1980 (hereinafter called the "Loan Agreement") and secondarily any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Mortgagor to the Mortgagee, does hereby grant, bargain, sell, convey, transfer and deliver unto Mortgagee the articles of personal property described on Exhibit A attached hereto.

TO HAVE AND TO HOLD all and singular the property, and any and all additions, accessions and substitutions thereto and therefor, unto Mortgagee and its successors and assigns, to its and their own use and behoof forever. Mortgagor hereby covenants with Mortgagee: (1) That Mortgagor is the lawful owner of the property; that the property has been leased to Southern Pacific Transportation Company of San Francisco, California

which lease provides that as long as the lessee is not in default thereunder, the lessee shall be entitled to uninterrupted use of the property on the terms and conditions provided in the lease, but except for such lease the property is free from all encumbrances; that Mortgagor has good right to sell the same as aforesaid; and that Mortgagor, except as aforesaid, will warrant and defend the same against the lawful claims and demands of all persons; and (2) That Mortgagor will comply with all covenants, terms and conditions of the Loan Agreement.

TIME IS OF THE ESSENCE OF THE AGREEMENTS HEREIN CONTAINED.

The entire balance of the sums secured hereby, with interest and all other sums due hereunder, shall, immediately or at the option of Mortgagee as provided in the Loan Agreement, become due and payable, without notice or demand upon the occurrence of any of the events of default specified in the Loan Agreement.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay unto Mortgagee all sums called for in the Loan Agreement on or before the times specified for payment therein, and shall have punctually performed and observed all the covenants, terms and conditions hereof, and of the Loan Agreement, and shall then be under no other liability or obligation of any kind or description to the Mortgagee then this mortgage shall be void.

BUT UPON ANY EVENT OF DEFAULT (as specified in the Loan Agreement) by the Mortgagor, Mortgagee may, without demand or notice of any kind, except as may otherwise be affirmatively required by law, but subject to the rights of the Lessee under the lease referred to above, sell the property or any part thereof at public auction or private sale; and out of the money arising from such sale Mortgagee shall be entitled to retain all sums then owing to it by the Mortgagor secured by this mortgage, whether then or thereafter payable, and also all reasonable costs and expenses, including attorneys' fees, incurred or sustained by it in the collection or attempted collection of the liabilities secured hereby or in relation to the property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to Mortgagor.

AND IT IS AGREED that Mortgagee, or any person or persons in its behalf, may purchase at any public sale made as aforesaid; and that until an event of default (as specified in the Loan Agreement), Mortgagor may retain possession of the property and may use and enjoy the same, but after such event of default, Mortgagee may take immediate possession of the property, and for that purpose may, so far as Mortgagor can give authority therefor, enter upon any premises on which the property or any part thereof may be situated and remove the same therefrom.

AND IT IS FURTHER AGREED that this instrument shall bind and inure to the benefit of, and that the terms "Mortgagor" and "Mortgagee" as used in this instrument shall respectively include, the respective parties and their respective successors and assigns, and that all rights, titles and interests of Mortgagee in, to and under this instrument and in and to the property, and all rights, powers, privileges and remedies of Mortgagee hereunder shall pass to and may be exercised by any assignee from Mortgagee and any subsequent assignee.

IN WITNESS WHEREOF the said Mortgagor has hereunto set its hand and seal to five (5) original counterparts this 2nd day of May, in the year 19 80.

Signed and Sealed
in the Presence of:

Dan R. Muhl
Assistant Secretary

THE COMMONWEALTH PLAN, INC.

By Bernard Goldman
President

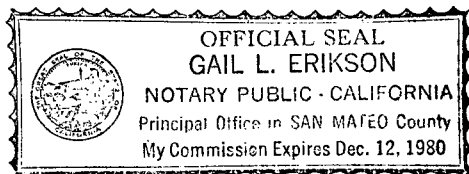
Form Approved

Dpm
Counsel

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) SS: San Mateo, CA May 2, 1980

Before me personally appeared Bernard Goldman to me well known and known to me to be President of The Commonwealth Plan, Inc., the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority duly granted by the Board of Directors of said corporation.

WITNESS my hand and official seal this 2nd day of May, 19 80.



(3/1/61)

Gail L. Erikson
Notary Public in and for the
County and State Aforesaid
My commission expires: Dec. 12, 1980

Received and entered in Records of Mortgages of Personal Property in the Clerk's office of the _____
of _____ book _____, page _____

Clerk.

EXHIBIT A

TO MORTGAGE BETWEEN THE COMMONWEALTH PLAN, INC.

AND THE FIRST NATIONAL BANK OF BOSTON

All property now or hereafter owned by the Mortgagor and leased by the Mortgagor to Southern Pacific Transportation Company (herein called "Lessee") under a Master Leasing Agreement between the Mortgagor and Lessee dated as of May 1, 1980, including without limitation telephone switching system, on-highway trucks and trailers, one (1) Class GF 400-K-1 locomotive, AAR Mechanical Designation B-B, symbol SP and Number 1600, tri-level auto racks, AAR Mechanical Designation FA, including auto racks to be attached, or attached, to railroad flat cars, described as follows:

TTX 854162 through 854320, inclusive, and

ETTX	900186	900210	900212	900230	900241	900270	900290
	901721	900983	901262	901267	901468	900281	901614
	901709	901740	901778	902624	902632	901499	903324
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	903859	903874	903875	903877	907283	903593	907449
	907725	907729	908039	908262	908455	907398	

all hereinafter called the "property".